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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/606,211	06/29/2000	Aki Nagano	P108131-00000	8161

7590 03/16/2005  
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EXAMINER

ZEENDER, FLORIAN M

ART UNIT PAPER NUMBER

3627

DATE MAILED: 03/16/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No. 09/606,211	Applicant(s) NAGANO, AKI	
Examiner F. Ryan Zeender	Art Unit 3627	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1)  Responsive to communication(s) filed on 04 March 2005.
- 2a)  This action is **FINAL**.
- 2b)  This action is non-final.
- 3)  Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4)  Claim(s) 17-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5)  Claim(s) \_\_\_\_\_ is/are allowed.
- 6)  Claim(s) 17-20 is/are rejected.
- 7)  Claim(s) \_\_\_\_\_ is/are objected to.
- 8)  Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9)  The specification is objected to by the Examiner.
- 10)  The drawing(s) filed on 29 June 2000 is/are: a)  accepted or b)  objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11)  The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12)  Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a)  All   b)  Some \*   c)  None of:  
1.  Certified copies of the priority documents have been received.  
2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3.  Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1)  Notice of References Cited (PTO-892)
- 2)  Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3)  Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4)  Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- 5)  Notice of Informal Patent Application (PTO-152)
- 6)  Other: \_\_\_\_\_

## DETAILED ACTION

### *Specification*

35 U.S.C. 112, first paragraph, requires the specification to be written in "full, clear, concise, and exact terms." The specification is replete with terms and language which are not clear, concise and exact. The entire specification should be revised carefully in order to comply with 35 U.S.C. 112, first paragraph. An example of unclear, inexact or verbose terminology used in the specification is as follows: The sentence starting on page 2, line 24 and ending on page 3, line 2, is unclear.

### *Claim Rejections - 35 USC § 112*

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 17-20 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. s

In claim 17, line 4, the terminology, "deferred pickup transaction" is confusing in that the transaction appears to be a delivery transaction, not a "pickup" transaction. In claim 17, line 13, the terminology, "as processes upon prepayment" is confusing in that it is not understood how the process steps can include a step of "nonpayment" (line 16) when the language implies that prepayment has been received (i.e., "processes upon prepayment"). In claim 17, lines 14+, it is not clear whether the management control unit itself (i.e., automatically) executes the steps or whether the control unit merely

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processes an input or function by another machine or person. *For example, it is not clear whether the step of “an input of a delivery date” is performed by the control unit itself or whether the control unit merely processes an input by another machine or person.* In claim 17, line 18, it is not clear whether the management control unit itself executes “an input of the slip number” or whether the control unit merely processes an input by another machine or person. In claim 17, line 17, it is not clear whether the terminology “sales” refers to the same sales claimed in lines 5 and 7, or to a separate distinct sales.

In claim 18, line 4, the terminology, “deferred pickup transaction” is confusing in that the transaction appears to be a delivery transaction, not a “pickup” transaction. In claim 18, line 13, the terminology, “as processes upon prepayment” is confusing in that it is not understood how the process steps can include a step of “nonpayment” (line 16) when the language implies that prepayment has been received (i.e., “processes upon prepayment”). In claim 18, lines 14+, it is not clear whether the management control unit itself (i.e., automatically) executes the steps or whether the control unit merely processes an input or function by another machine or person. *For example, it is not clear whether the step of “an input of a delivery date” is performed by the control unit itself or whether the control unit merely processes an input by another machine or person.* In claim 18, line 18, it is not clear whether the management control unit itself executes “an input of the slip number” or whether the control unit merely processes an input by another machine or person. In claim 18, line 19, it is not clear whether the

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terminology "sales" refers to the same sales claimed in lines 5 and 7, or to a separate distinct sales.

In claim 19, line 9, the terminology, "predelivery" is not clearly understood (i.e., is the delivery before the "occurrence" of the transaction or before payment or both?). In claim 19, line 14, the terminology, "as processes upon prepayment" is confusing in that it is not understood how the process steps can include a step of "zero payment" (line 16) when the language implies that prepayment has been received (i.e., "processes upon prepayment"). In claim 19, lines 13+, it is not clear whether the management control unit itself (i.e., automatically) executes the steps or whether the control unit merely processes an input or function by another machine or person. *For example, it is not clear whether the step of "an input of a delivery date" is performed by the control unit itself or whether the control unit merely processes an input by another machine or person.* In claim 19, line 18, it is not clear whether the management control unit itself executes "the input of said slip number" or whether the control unit merely displays the information as a result of an action another machine or person. In claim 19, line 16, it is not clear whether the terminology "sales" refers to the same sales claimed in lines 5 and 7, or to a separate distinct sales. In claim 19, line 17, the terminology, "as processes upon payment" is confusing in that it is not understood how the process steps can include the step of "an amount of payment, and in case of zero balance" (***implying that there are cases when there is not a zero balance***) when the language implies that payment has been received (i.e., "processes upon payment").

In claim 20, line 9, the terminology, "predelivery" is not clearly understood (i.e., is the delivery before the "occurrence" of the transaction or before payment or both?). In claim 20, line 13, the terminology, "as processes upon prepayment" is confusing in that it is not understood how the process steps can include a step of "zero payment" (line 15) when the language implies that prepayment has been received (i.e., "processes upon prepayment"). In claim 20, lines 13+, it is not clear whether the management control unit itself (i.e., automatically) executes the steps or whether the control unit merely processes an input or function by another machine or person. *For example, it is not clear whether the step of "an input of a delivery date" is performed by the control unit itself or whether the control unit merely processes an input by another machine or person.* In claim 20, line 18, it is not clear whether the management control unit itself executes "the input of said slip number" or whether the control unit merely displays the information as a result of an action another machine or person. In claim 20, line 18, it is not clear whether the terminology "sales" refers to the same sales claimed in lines 5 and 7, or to a separate distinct sales. In claim 20, line 17, the terminology, "as processes upon payment" is confusing in that it is not understood how the process steps can include the step of "a sum-up of sales amounts in case of a zero balance" (***implying that there are cases when there is not a zero balance***) when the language implies that payment has been received (i.e., "processes upon payment").

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

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(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 17-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Yamada et al. in view of Zaiken et al. and further in view of Official Notice.

Yamada et al. disclose POS hardware for the execution of transactions including an outstanding balance settling machine.

Yamada et al. lack the specific teaching of the type code information and the specific sequential steps being executed by the apparatus.

Zaiken et al. teach that it is well known in the art to maintain records defining various types of transactions including incomplete transactions.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Yamada et al. to include type code information, in view of Zaiken et al., in order to provide a means for "defining transactions" (See for example, Zaiken et al. Col. 3, line 41).

The Examiner takes Official Notice that the executed steps by the management control unit were well known in the art at the time of the invention.

For example: Sears stores have been selling appliances on a prepayment, post-delivery basis for years and it further has delivered goods to preferred customers prior to receiving payment. The exact sequence of the steps are a matter of design choice that would have been obvious to one of ordinary skill in the art at the time of the invention to achieve a desired result.

Sample equivalence of claim 17 limitations to Sears transaction:

--*an issue of an incomplete transaction slip number*: Sears system has a transaction number associated with each sale.

--*an input of delivery date of goods*: Sears system allows this feature for delivery of their products.

--*a registration of goods*: Sears registers the goods when it scans the barcode of the appliance.

--*a registration of an amount of payment*: Sears performs this function when it sends customer credit card information to a customer's creditor.

--*a confirmation of payment of a total amount*: Sears receives confirmation from creditor that customer is credit worthy.

--*an error message in case of non-payment*: Sears performs this function when the customer's credit card is rejected.

--*an issue of a customer copy with said slip number*: Sears issues receipts as well as invoices.

--*a sum-up of sales*: Sears performs accounting functions on product sales for tax liability reasons.

--*a display of transaction information by an input of slip number and registration of delivery*: Sears records deliveries made to customers.

--*a termination of transaction*: Sears ensures closure of transactions for tax purposes and other accounting functions.



Claims 18-20 have similar equivalence to a Sears transaction.

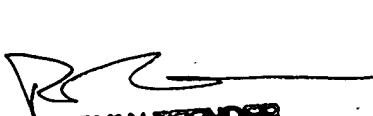
**Conclusion**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to F. Ryan Zeender whose telephone number is (703) 308-8351 until April 13<sup>th</sup> and (571) 272-6790 thereafter. The examiner can normally be reached on Monday-Friday, 8am-5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Bob Olszewski can be reached on (703) 308-5183. The receptionist's phone number for the Technology center is (703) 308-1113.

The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

F. Zeender  
Primary Examiner, A.U. 3627  
March 9, 2005

 3/9/05  
F. RYAN ZEENDER  
PRIMARY EXAMINER